

**Amendment 276**  
**Contract No. 229944**

**To the Contract for the Design, Implementation, Operation and Maintenance of the  
Regional Fare Coordination System**

This Amendment 276 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 10<sup>th</sup> day of December, 2013, by and between Vix Technology (USA) Inc. (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

**Recitals**

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for King County Metro's (KCM) purchase of ten (10) Stand Alone Fare Transaction Processors (SAFTP).

## **Agreement**

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to the above Recitals and the following:

### **Section 1.0 Description of Work**

- 1.1 The Contractor will deliver ten (10) SAFTP, each with a hood and power supply, to the location designated by KCM. Other than the "hood primed and painted with finish coat" and "power supply," KCM agrees to waive, for this purchase only and on a non-precedential basis, the provision of the additional items that are listed in Exhibit 9, Section II (A.2 (a)) as included in the price of an SAFTP.
- 1.2 The Contractor will update all system documentation to reflect KCM ownership of the devices described in item 1.1.

### **Section 2.0 Schedule:**

- 2.1 The work described in Section 1.0 will be completed by January 31, 2014.
- 2.2 Upon receipt of payment from KCM, the Contractor will provide a Bill of Sale to transfer ownership from the Contractor to KCM.

### **Section 3.0 Compensation Changes**

- 3.1 Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

#### **VI. IMPLEMENTATION**

#### **SPECIAL PROGRAMS**

<b>LUMP SUM</b>
<b>COST</b>

#### **Amendment No. 276**

The Contractor will invoice KCM for 10 SAFTP, each with a hood and power supply, @ \$3,522 each	
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<b>TOTAL</b>	\$35,220
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## Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Two Hundred and Seventy-six shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: D. H. H.  
Its: General Manager  
Date: 12/16/13

The Agencies

By: Constance Culver  
Their: Operations Manager  
On behalf of the Agencies  
Date: December 16, 2014